

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

ANA R. OLIVELLA RIVERA

Plaintiff

v.

POPULAR LEASING AND RENTAL, INC.,  
ET AL.

Defendants

\* CIVIL NO.: 98-2267 (CC)

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JURY TRIAL DEMANDED

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STATEMENT OF UNCONTESTED FACTS IN SUPPORT OF MOTION FOR SUMMARY  
JUDGMENT PURSUANT TO LOCAL RULE 311.12

TO THE HONORABLE COURT:

COME NOW defendants PREFERRED RISK INSURANCE COMPANY  
(erroneously denominated Puerto Rican American Insurance Company)  
and BANCO POPULAR DE PUERTO RICO, represented by the undersigned  
attorneys, and before the Honorable Court respectfully submits the  
following uncontested facts:

1. On September 25, 1992, plaintiff Ana R. Olivella Rivera  
signed a lease agreement with Popular Leasing and Rental. The last  
paragraph of said lease agreement states the following:

"Lessee acknowledges receipt of a copy of this  
lease, conforming to the original hereof and  
represents and warrants the unit will be used for  
business, commercial or agricultural purposes, and  
will not be used primarily for personal, family or  
household purposes. This lease is not a consumer  
lease within the meaning of the Consumer Leasing Act  
of 1976." (Exhibit 1)

2. That Popular Leasing and Rental is a wholly owned  
subsidiary of Banco Popular de Puerto Rico. (Exhibit 2)

3. That at the time of the facts alleged in the complaint and at present, Banco Popular acts at times as the collection agent of Popular Leasing with the purpose of collecting outstanding debts that Popular Leasing may have as creditor of its debtors. (Exhibit 2)

4. That the principal business of Banco Popular is not the collection of debts and/or to act as debt collector of Popular Leasing but rather it is engaged in the banking industry. (Exhibit 2)

5. That Banco Popular does not act as debt collector agent for any other third party aside from Popular Leasing and Rental. (Exhibit 2)

6. That Popular Leasing was never informed or notified by Trans Union or any other credit reporting agency that plaintiff Ana R. Olivella had made a dispute regarding her credit report. (Exhibit 2)

7. That plaintiff never notified Trans Union that she was disputing her credit report or that she was not in agreement with the credit report submitted by said credit reporting agency. Plaintiff merely requested a copy of her credit report from Trans Union without indicating anything else regarding her credit report. (Exhibit 3)

8. That Isla Repossessions had the possession of the vehicle subject of the lease agreement (Nissan Stanza '92) from June 14 to

July 12, 1996. (Exhibit 3)

9. That Isla Repossessions is an entity which is completely separate and independent from Banco Popular and Popular Leasing (Exhibit 2)

I HEREBY CERTIFY that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: **Rafael A. Oliveras López, Esq.**, and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants: **Dagmar Adorno Toro, Esq.**, P.O. Box 70244, San Juan, Puerto Rico 00936-8244; **José R. Díaz Ríoz, Esq.**, P.O. Box 190743, San Juan, Puerto Rico 00919-0743; **David López Pumarejo, Esq.**, P.O. Box 195351, San Juan, Puerto Rico 00919-5351.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 20<sup>th</sup> day, of October, 2005.

s/ Ana María Otero  
USDC. No. 206312  
Attorney for defendant Preferred  
Risk Insurane Company and Banco  
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